

SERIAL 09077 S BOILER MAINTENANCE, REPAIR AND REPLACEMENT SERVICES

DATE OF LAST REVISION: March 03, 2011 CONTRACT END DATE: December 31, 2012

CONTRACT PERIOD THROUGH DECEMBER 31, 2012

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **BOILER MAINTENANCE, REPAIR AND REPLACEMENT SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **December 02, 2009**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

CH/mdm
Attach

Copy to: Materials Management
Richard Crago, Facilities Management
Sue Malinowsky, MCSO

(Please remove Serial 03062-S from your contract notebooks)

INVITATION FOR BID FOR: BOILER MAINTENANCE, REPAIR AND REPLACEMENT SERVICES

1.0 INTENT:

The intent of this Invitation For Bids is to establish a source for high-pressure steam boiler, pressure vessel, storage vessel, and hydronic systems maintenance, repair, and replacement for the Facilities Management Department (FMD). Additionally, to rent boilers and ancillary equipment on a temporary basis.

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 2.32 and 2.33, below).

2.0 TECHNICAL SPECIFICATIONS:

2.1 HOURS OF SERVICE:

REGULAR SERVICE shall be work performed at regular County business hours (6:00 AM to 6:00 PM), Monday through Friday, excluding County holidays.

AFTER HOURS SERVICE shall be weekday work performed after 6:00 PM and before 6:00 AM the next morning and Saturday work.

SUNDAY & HOLIDAY SERVICE shall be work performed during Sunday or during any County holiday.

Due to the nature of many County facilities operating on a seven/twenty-four schedule, each contractor awarded this bid shall make available to the County boiler services 365 days per year, 24 hours per day.

2.2 Response time to all *regular* repair service work shall be within six (6) hours on-site after Contractor receives request from the County department, with the exception of an emergency request that occurs during business hours, which shall be two (2) hours. *After Hours* and *Sunday and Holiday* request shall have a three (3) hour response time. The six hour response time shall carryover the next working day if called into Contractor's office after 12:00 Noon.

2.3 PROJECT WORK:

2.3.1 Project work shall mean work performed on major projects or major repairs to boilers, or boiler replacement. Each of the contractors assigned to this contract shall be provided a request for project quote with a detailed Scope of Work (SOW). As such, each contractor MUST submit a response, with award to the lowest quote of the project. Contractors are not to submit their own project quote sheets. Only County letterhead quote sheets are acceptable. All terms and conditions are those established under this agreement. All additional labor charges outside the Scope Of Work are those bid prices established in Attachment A, PRICING.

(A) The threshold from time and materials to project work shall be \$5,000.00. Exceptions to this shall be emergencies that arise and must be dealt with immediately without the time for project quotes. This figure is not firm fixed. The County reserves the right to adjust this figure to a higher-level if deemed in the best interest of the department.

(B) The County's project quote sheet will contain the following information:

The contract serial number and name;

Name and address of site;
 FMD site number;
 Detailed Scope of Work,
 Other information relative to the S.O.W.,
 Project start/finish time line (optional),
 Check box for “will quote” or “will not quote” the project,
 Signature line for both the County and the Contractor

2.3.2 After site review of the project, all contractors listed under boiler services must submit the project quote sheet back to the requestor, either with acceptance and a firm price; or decline with a written reason as to why the project was declined. Contractors who have declined project work a minimum of three times during a six-month period shall be required to attend a meeting with the Materials Management Department and FMD to discuss consideration for default of contract as this is indicative of the Contractor’s desire not to do business with the County.

2.3.3 The submitted project price quotes to be all-inclusive. That is, any cost overruns to be absorbed by the Contractor, or cost savings to be additional profit. Exceptions to this are changes requested by the County that incur higher project cost and longer delays. All change orders to a project must be in writing, referencing the contract serial number, and approved by FMD prior to any authorization to proceed. The Contractor who fails to acquire change orders in writing runs the risk of incurring these additional costs without payment. ALL contractors are to have an opportunity to quote on project work.

Project pricing shall include everything the contractor anticipates is necessary to complete the job (i.e., rental equipment, materials, labor, supervision, subcontractor costs, mobilization costs, demobilization costs, permits, etc.). These costs to be part of the overall project price and as such not itemized.

2.3.4 Dependant on the complexity/nature of the project, a predetermined and/or pre-identified mandatory site meeting may be held to ensure all contractors are aware of important issues regarding the project. Mandatory site meetings will require a sign-in sheet. Contractors who do not show-up to a mandatory site meeting and who submit a project quote will be considered “non-responsive”.

2.3.5 Contractors shall be compensated for additional work requested that is not detailed in the scope via the labor rates bid in Attachment A, PRICING. Note: all extra work outside the S.O.W. must be in writing (See §2.3.3).

2.3.6 Project Price Ceiling Limits:
 Projects shall not exceed \$150,000.00 each. If an emergency occurs, this price ceiling may be lifted if approved by the Materials Management Procurement Officer assigned to this contract, otherwise, the project may be separately bid outside of this contract document. This to ensure the County receives adequate competition for such work.

2.4 TIME AND MATERIALS WORK:

This contract may also be used for time and materials work (not to exceed \$5,000) and priced per hour as bid in the pricing section. Each bidder shall be ranked as first call, second call, third call, and so on. The contractor of record having the lowest labor bid shall be called first by the requesting department for time and materials service. If the contractor is unable to respond in the time parameters, the requesting agency shall proceed to the next lowest bidder. The County must document this via a rank call log. Consistent decline of service requests by a contractor or consistent non-compliance with response time specifications shall cause the County to review the file and a determination made for default of contract.

2.5 Repair or replacement parts for existing equipment shall be of the original equipment manufacturer (OEM) or shall equal or exceed that of OEM. All replacement parts must follow the guidelines established by State, Local, and ASME regulations. Parts replaced shall be warranted

for a period of one (1) year. Contractor to be responsible for sourcing all parts necessary to comply with the specifications herein.

- 2.6 All labor for repairs will have a minimum 90-day warranty for specific repairs only. FMD shall monitor any recalls through a contract administration process.
- 2.7 The Contractor shall have sufficient resources available (labor, tools, diagnostic equipment, controllers, floats, safety valves, refractory, gaskets, etc.) necessary to complete repairs on each boiler, including in emergency situations.
- 2.8 Contractor to pay for all connection fees, installation fees, use fees, development fees, etc. and/or charges, and obtain and pay required permits and licenses. These costs to be part of the project costs.
- 2.9 Prior to completion of replacement boiler work, Contractor to compile a complete equipment and maintenance manual for all new equipment supplied to the County. Also, upon completion of installation of a new boiler, training for operation and maintenance shall be provided to County staff at no additional cost and part of the project cost of the installation.
- 2.10 Contractor will be required to utilize certified steam and pipe fitters under the company's license for all installations of piping distribution systems as governed by State, County, and Municipal codes. Required permits shall be Contractor's responsibility, billed back to the County through the project costs.
- 2.11 Contractor will be required to utilize licensed electricians for all retrofits of electrical distribution systems as governed by State, County, and Municipal codes. Required permits shall be the Contractor's responsibility, billed back through the project costs.
- 2.12 All work to be inspected and approved by a certified State boiler and inspection insurance company.
- 2.13 Contractor will be required to utilize ASME certified welders for any welding performed on pressure vessels per Federal, State, and Municipal codes. Certified ASME pressure vessel welding can be subcontracted, providing certification is verified by the County. If Contractor submitting bid has on-staff certified ASME pressure vessel welders, copies of certification must accompany bid package.
- 2.14 **TECHNICAL TRAINING TO COUNTY STAFF:**

The Contractor(s) may be required to provide technical expertise training in boiler operation and repairs. These training sessions will be on-request by FMD. The training requested may be for old or new technology. The training will be held at a County facility, or if deemed necessary, the Contractor's facility. Training aids (i.e., service manuals, mock-up equipment; etc.) shall be provided by the Contractor. Service manuals may be purchased by the County under a separate purchase order. The Contractor shall be given advance notice to prepare, research, and schedule staff in order to provide an adequate presentation. The cost of this service will be line item priced in the pricing section of the contract. Exceptions: equipment units purchased under project work will be specified in the job scope to include training. Technical training shall be performed during regular business hours.
- 2.15 The County's Facilities Management Department or their authorized representative shall decide all questions or interpretations which may arise as to the quality and acceptability of any work performed.
- 2.16 In the event the work performance of the Contractor is unsatisfactory, the Contractor shall be notified by FMD and given one (1) day to correct the work. Labor for all rework will be a no charge to the County. Any additional parts replaced shall be billed at contract pricing (See ATTACHMENT A, PRICING).

- 2.17 Upon successful completion of the performance period, the system shall be deemed accepted and the warranty period begins. All documentation shall be completed prior to final acceptance.
- 2.18 All work performed by Contractor shall be to a professional standard, complying with the requirements of the applicable edition of ASME codes, plus State and Local building codes.
- 2.19 The Contractor shall obtain all permits that may be necessary by any regulatory body. It shall be the sole responsibility of the Contractor to determine what permits are required and to secure such permits. The cost of all permits shall be paid by the Contractor and a pass-through to the County without mark-up.
- 2.20 **ASBESTOS ABATEMENT:**

Any asbestos found on the site that would impact the repairs or replacement to a boiler must be abated through a licensed asbestos abatement contractor providing air quality and disposal certificates. This subcontracting can be coordinated either by the boiler contractor or the County.

The Contractor, if certified to handle asbestos containing materials including: sampling, removal, abatement, and disposal, must submit proof of such with bid package. This service may be subcontracted, but only to certified asbestos abatement companies.

The Contractor shall be required to demonstrate the expertise, knowledge, and capability to appropriately manage situations involving hazardous materials. Copies of employee training regarding hazardous material handling must be submitted with bid package.

- 2.21 The Contractor shall perform the work in a way to minimize disruption to the normal operation of building tenants. Upon completion of work the Contractor is responsible for cleaning and removing from the job site all debris, materials, and equipment associated with the work performed.
- 2.22 **BOILER RENTAL:**

On occasion, it may be necessary to rent a boiler or ancillary equipment due to emergency or unusual circumstances. This shall be line item priced in Attachment A, PRICING. The installation and removal of the boiler or ancillary equipment will be project quoted separately.

- 2.23 **DAMAGE TO COUNTY PROPERTY:**

The Contractor shall carry on the above specifications in such manner that does not damage County property. In the event damage occurs to Maricopa County property or adjacent property by reason of custodial service operations performed under this Contractor, the Contractor shall replace or repair the same at no cost to the County. If damage caused by the Contractor has to be repaired or replaced by the County, the cost of such work shall be deducted from the monies due the Contractor.

- 2.24 **INVOICING:**

All invoicing for time and materials work shall be sent to the County user agency that has requested the services of the Contractor. All T&M invoicing **MUST** include:

Purchase order number (or P-Card designation);
Work Order Number;
Terms as bid;
Contract serial number;
Job site name and address;
FMD Building number;
Requestor
Description of work performed;
Itemized parts list with detailed description of parts;

Price of parts;
Total labor hours;
Labor charges as bid;
Rental equipment charges (limited to 5% markup and must have rental vendors invoice attached);
Applicable sales tax on parts only;
Grand total of invoice.
Invoicing for project work must contain:
Contract serial number and name;
Purchase order number (or P-Card designation);
Work Order Number
Terms as bid;
Job site name and address;
FMD Building number;
A detailed description of work performed;
Total project cost;
Separate line item for any change orders (if applicable);
Grand total

All invoicing that does not have all the required information as listed above, will be sent back for corrections, delaying payment to the Contractor.

Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).

EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

2.25 TAX:

Taxes shall be imposed on parts or unit equipment purchased by the County. No tax shall be levied against labor. Bid pricing to include all labor, overhead, tools and equipment used, profit and any taxes that may be levied. It is the responsibility of the bidder to determine any and all taxes and include the same in bid price. Project work may be taxed; however, the tax must be included in the project costs and not a separate line item.

2.26 REPORTS:

Upon request, contractor shall submit detailed reports upon request by FMD. The reports shall consist of:

- (A) Detailed flue gas analysis using digital analyzers (CO₂, CO, NoX, SO₂, etc.),
- (B) Equipment condition reports stating repairs needed and cost analysis.

Pricing for such as bid in Attachment A, PRICING.

2.27 CONTRACTOR QUALIFICATIONS:

2.27.1 Contractor shall have a minimum of ten (10) years experience in the inspection, maintenance, and repair of steam boilers. Employees of the Contractor who shall be performing maintenance and repairs of the units MUST be certified and fully qualified in the service of boiler systems. All copies of certification regarding contractors experience

and his employees' certifications must be submitted in bid package (Including on-staff ASME certified welders).

2.27.2 Contractor shall be licensed by the State of Arizona, Registrar of Contractors, having an L-04 Boilers, Steamfitting, and Process Piping license. Proof of such must accompany bid package.

2.27.3 Contractor's service truck fleet shall carry sufficient supply of repair parts and equipment to perform routine boiler service and repairs. The Contractor shall have a local shop that stocks parts to keep the trucks supplied daily. This requirement shall be verified by FMD via a formal inspection prior to bid award.

2.28 SSTA CERTIFICATION:

Each technician assigned to this contract MUST have SSTA (Southwest Safety Training Alliance) certification. The purpose of this certification is to ensure all technical staff has received safety training that meets the OSHA Construction Safety standards (29CFR1926), and the OSHA General Industry standards(OSHA 29CFR1910). If the contractor/bidder is currently certified, please submit copies of certification cards of all technicians who will be assigned to this contract. If the contractor/bidder is not currently certified, the contractor/bidder has sixty (60) days after award to obtain certification for its technicians assigned to this contract, and must submit copies of certification cards to the Materials Management Department upon completion of certification. Failure to provide this information after award will render the contractor in default of contract. All contractor new hires assigned to this contract must meet the same requirements.

2.29 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

2.30 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract.

3.0 CONTRACTUAL TERMS & CONDITIONS:

3.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed price purchasing contract to cover a three (3) year term.

3.2 OPTION TO RENEW:

The County may, at their option and with the approval of the Contractor, renew the term of this Contract up to a maximum of two (2) additional years, (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Materials Management Department of the County's intention to renew the contract term at least thirty (30) calendar days prior to the expiration of the original contract term.

3.3 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract's annual anniversary date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

3.4 INDEMNIFICATION:

3.4.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

3.4.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

3.4.3 The scope of this indemnification does not extend to the sole negligence of County.

3.5 INSURANCE:

3.5.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

3.5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

3.5.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

3.5.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

3.5.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

3.5.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

3.5.7 The insurance policies required by this Contract, except Workers' Compensation, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

3.5.8 The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

3.5.9 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

3.5.10 Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

3.5.11 Workers' Compensation:

3.5.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

3.5.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

3.5.12 Certificates of Insurance.

Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT**

AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.

3.5.12.1.1 In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

3.5.12.1.2 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

3.5.13 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.6 PROCUREMENT CARD ORDERING CAPABILITY:

County may determine to use a procurement card that may be used from time-to-time, to place and make payment for orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.7 INTERNET ORDERING CAPABILITY:

It is the intent of County to use the Internet to communicate and to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.8 ORDERING AUTHORITY.

3.8.1 Respondents should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management, or by a Certified Agency Procurement Aid (CAPA).

3.8.2 Maricopa County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers) may procure the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.

3.8.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the products is the only document necessary for Customers to purchase and for the Respondent to proceed with delivery of materials available under this Contract.

3.8.4 Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Respondent.

3.9 REQUIREMENTS CONTRACT:

3.9.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid will be a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials contained in the Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed

when the County identifies a need and proper authorization and documentation have been approved.

3.9.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

3.9.3 Contractors agree to accept verbal notification of cancellation from the Materials Management Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

3.10 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

3.11 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after being forewarned.

3.12 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate the Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate the Contract. Prior to termination of the Contract, the County shall give the Contractor fifteen- (15) calendar day's written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

3.13 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

3.14 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

3.15 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete materials to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

3.16 SUBCONTRACTING:

3.16.1 The Contractor may not assign a Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

3.16.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

3.17 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Materials Management shall be responsible for approving all amendments for Maricopa County.

3.18 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to a Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the County shall have full access to, and the right to examine, copy and make use of, any and all said materials.

3.19 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to a Contract are not sufficient to support and document that allowable materials were provided, the Contractor shall reimburse Maricopa County for the materials not so adequately supported and documented.

3.20 AUDIT DISALLOWANCES:

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the County either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

3.21 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of the Contract.

3.22 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall

supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

3.23 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the County and the Contractor.

3.24 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

3.24.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

3.24.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

3.24.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3.24.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

3.24.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

3.24.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.

3.24.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

3.25 ALTERNATIVE DISPUTE RESOLUTION:

3.25.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

3.25.1.1 Render a decision;

3.25.1.2 Notify the parties that the exhibits are available for retrieval; and

- 3.25.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).
 - 3.25.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.
 - 3.25.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.
- 3.26 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:
 - 3.26.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system. I-9 forms are available for download at USCIS.GOV.
 - 3.26.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.
- 3.27 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:
 - 3.27.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.
 - 3.27.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.
- 3.28 CONTRACTOR LICENSE REQUIREMENT:
 - 3.28.1 The Respondent shall procure all permits, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his business. The Respondent shall keep fully

informed of existing and future Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same.

- 3.28.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1502 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

3.29 POST AWARD MEETING:

The Contractor shall be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

ARIZONA BOILER COMPANY, INC., 8282 N. 75TH AVE, PEORIA, AZ 85345

	YES	NO
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE SERVICES UNDER THIS CONTRACT:	[XX]	[]
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[XX]	[]

PRICING SHEET: NIGP CODE 9412501

1.0 PRICING: 1ST CALL

ITEM DESCRIPTION

1.0	Time and Material Pricing:	
1.1	Labor, boiler repair, Regular hours:	\$75.00 /per hr.
1.2	Labor, boiler repair, after hours and Saturday:	\$95.00 /per hr.
1.3	Labor, boiler repair, Sunday and Holiday:	\$95.00 /per hr.
1.4	Boiler parts, components, etc., cost plus:	29%
1.5	Reports: (See Section 2.26 A, B)	\$80.00 /per report
1.6	Technical Training:	\$300.00 /per student, per 4-hr. session
1.7	Labor, for services outside the scope of contract:	\$75.00 /per hr.
1.8	Boiler rental:	\$50 /per horsepower, per week (7-days)
1.9	Boiler rental unit install/remove:	Via project quote

Terms:	NET 30
Vendor Number:	W000001490 X
Telephone Number:	623-979-3301
Fax Number:	623-979-3666
Contact Person:	Eileen Terry Melot
E-mail Address:	leemelot@azboiler.com terrymelot@azboiler.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending December 31, 2012.

BROOKS MECHANICAL SYSTEM SERVICE, P.O. BOX 3650, WICKENBURG, AZ 85358

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: YES ☐ NO ☒

PRICING SHEET: NIGP CODE 9412501

1.0 PRICING: 2ND CALL

ITEM DESCRIPTION

1.0 Time and Material Pricing:

1.1 Labor, boiler repair, Regular hours: \$76.80 /per hr.

1.2 Labor, boiler repair, after hours and Saturday: \$103.00 /per hr.

1.3 Labor, boiler repair, Sunday and Holiday: \$129.00 /per hr.

1.4 Boiler parts, components, etc., cost plus: 30%

1.5 Reports: \$175.00 /per report
(See Section 2.26 A, B)

1.6 Technical Training: \$250.00 /per student, per 4 hr. session

1.7 Labor, for services outside the scope of contract: \$76.80 /per hr.

1.8 Boiler rental: \$19.50 /per horsepower, per week (7 days)

1.9 Boiler rental unit install/remove: Via project quote

Terms: 1% 10 Days Net 30

Vendor Number: W000001355 X

Telephone Number: 602 242 9660

Fax Number: 602 482 6110

Contact Person: Mike Wesolowski

E-mail Address: brooksmechanical@brooksmeech.com

Certificates of Insurance Required

Contract Period: To cover the period ending **December 31, 2012.**

CONTRACT CANCELLATION EFFECTIVE MARCH 24, 2011

EMERSON BOILER, P.O. BOX 249, LITCHFIELD PARK, AZ 85340

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE SERVICES UNDER THIS CONTRACT:	YES [X]	NO []
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WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]	[]
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PRICING SHEET: NIGP CODE 9412501

1.0 PRICING: 3RD CALL

ITEM DESCRIPTION

- | | | |
|-----|--|--|
| 1.0 | Time and Material Pricing: | |
| 1.1 | Labor, boiler repair, Regular hours: | \$85.00 /per hr. |
| 1.2 | Labor, boiler repair, after hours and Saturday: | \$121.56 /per hr. |
| 1.3 | Labor, boiler repair, Sunday and Holiday: | \$169.37 /per hr. |
| 1.4 | Boiler parts, components, etc., cost plus: | 30% |
| 1.5 | Reports:
(See Section 2.26 A, B) | \$100.00 /per report |
| 1.6 | Technical Training: | \$131.14 /per student, per 4-hr. session |
| 1.7 | Labor, for services outside the scope of contract: | \$85.00 /per hr. |
| 1.8 | Boiler rental: | \$10 /per horsepower, per week (7-days) |
| 1.9 | Boiler rental unit install/remove: | Via project quote |

Terms: 2% 10 Days Net 30

Vendor Number: W000001669 X

Telephone Number: 623-847-4788

Fax Number: 623-847-2386

Contact Person: Catherine Senior

E-mail Address: john@emersonboiler.com

Certificates of Insurance Required

Contract Period: To cover the period ending **December 31, 2012.**